

AGREEMENT

between

THE TOWN OF GREENFIELD

and

TOWN HALL CLERICAL AND LIBRARY EMPLOYEES  
UNITED ELECTRICAL RADIO & MACHINE WORKERS OF AMERICA (UE)  
and its affiliate, LOCAL 274 of the UNITED ELECTRICAL, RADIO  
& MACHINE WORKERS OF AMERICA

EFFECTIVE: July 1, 2014 through June 30, 2017

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**ARTICLE 1**  
**AGREEMENT**

Agreement entered into between the TOWN OF GREENFIELD in the County of Franklin, Massachusetts (hereinafter referred to as the "Town") and the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) and its affiliate, LOCAL 274 of the UNITED ELECTRICAL & RADIO & MACHINE WORKERS OF AMERICA (hereinafter referred to as the "Union").

**ARTICLE 2**  
**PURPOSE OF AGREEMENT**

- A. The Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Town, the employees in the bargaining unit and the Union.
- B. It is the desire of both Parties to cooperate in maintaining a harmonious relationship between the Town and its employees, and to provide an amicable method of settling any difference or grievance relating to wages, hours and other conditions of employment which may arise from time to time and to provide the highest quality and most efficient service to the community.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit.
- D. The Town hereby recognizes the Union as the sole and exclusive collective bargaining representative of all the employees of the Town who come within the bargaining unit described below for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment.

**ARTICLE 3**  
**UNION RECOGNITION**

- A. In accordance with the certification issued by the Labor Relations Commission of the Commonwealth of Massachusetts on December 17, 1976, the Town recognizes the Union as the exclusive representative of Clerical and Library employees in the following classifications:

Clerk, clerk typist, secretary, parking meter attendant, bookkeeper, administrative clerk, librarian (adult services), (catalog), (children), assistant librarian (reference), general library assistant, administrative assistant, assistant librarian (circulation), assistant librarian (children); excluding the Assistant Library Director, Secretary to the Mayor, the Secretary to the Chief of Police, the Assistant Town Clerk, the Assistant to the Board of



Selectmen, the Assistant Treasurer, and Library Director, confidential secretary to the Board of Health and Board of Retirement, and all other employees.

- B. The Town agrees to notify the Union of the creation of any new classifications which arguably should be added to the bargaining unit. The Town further agrees to meet and negotiate with the Union solely regarding such new classifications. Any disputes as to the exclusion or inclusion of such new classifications, if not resolved by the Parties, shall be subject to resolution by the Labor Relations Commission. In the event it is finally determined that the classification belongs within the bargaining unit, all positions within that classification shall be subject to the provisions of the job posting and bidding provisions in this Agreement.

#### **ARTICLE 4** **NO DISCRIMINATION**

- A. The Town agrees that no employee shall in any manner be discriminated against, coerced or restrained on account of membership in the Union or by reason of any Union activity.
- B. The Town and the Union hereby agree that neither Party shall discriminate against employees because of race, color, creed, sex, national origin, age, sexual orientation, marital status or political belief as defined and protected under applicable state or federal law currently in effect.
- C. In the administration of this Agreement, the Town and the Union will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined in accordance with the requirements of Title I of the Americans with Disabilities Act.

#### **ARTICLE 5** **MAINTENANCE OF MEMBERSHIP**

- A. Employees hired on or previous to July 1, 1977 who did not withdraw their application for membership in the UE by such date are required to either maintain such membership in good standing, or pay a service fee in lieu of and equivalent to the dues of membership, as a condition of employment in the Town Hall or Library. All employees hired after July 1, 1977 are, as of thirty (30) days after the date of hiring, required to either maintain membership in the Union or pay a service fee in lieu of and equal to the dues of membership as a condition of employment in the Town Hall or Library.
- B. The Town agrees to deduct current monthly dues or the equivalent agency service fee from weekly pay each month for any employee covered by this Agreement who so individually authorizes the Town in writing on the following form and promptly remits the same to the Financial Secretary of the Local, on the form as provided by the Union as Appendix A.

- C. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Town in reliance upon any information, list, notice, statement or authorization for the check off of Union dues or equivalent agency service fee delivered to the Town by the Union.

## **ARTICLE 6**

### **NO STRIKE CLAUSE**

The Union agrees that, during the life of this Agreement, there will be no strike, picketing or stoppage of work, and the Town agrees that there will be no lockout.

## **ARTICLE 7**

### **TOWN RIGHTS**

- A. The Union recognizes the rights of the Town to manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make and alter, from time to time, reasonable rules and regulations, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- B. Not by way of limitation of the foregoing clause, the Town retains the right and responsibility, subject always to the terms of this Agreement and the Grievance Procedure, to:
1. Hire, assign, reassign, transfer, schedule, suspend, discipline and discharge employees, subject to the provisions of this Agreement, and to job descriptions, and subject further to the provision that no employee shall be disciplined or discharged without just cause.
  2. To determine the qualifications of positions. In the case of vacant positions or new jobs, to determine and change job descriptions, qualifications and job evaluation for valid business reasons, only after reasonable advance notice (usually two (2) months) and discussion with the Union.

It is understood that where new technology and/or equipment is introduced (e.g., computerization or word processing), employees whose job security is threatened will, if otherwise qualified, be offered reasonable training in the new technology or equipment.

The Town reserves the right to make changes in job duties and qualifications at any time, subject to the right of the Union to negotiate as to the impact of such changes and the appropriate wage rate for the revised position. When the Town wishes to include college degrees as a job qualification, the Town will continue to

recognize that any combination of education and job experience that will allow employees to perform all aspects of the job without having the college degree will be considered unless otherwise required by law or regulation. If there is an incumbent in the position, he/she shall be provided a reasonable opportunity to meet the new qualifications and to be trained to perform the new duties.

3. To assign volunteers to tasks also performed by employees, unless such assignment causes the layoff or reduction in hours of an employee; it is further agreed that volunteers will not be used to fill funded bargaining unit positions which the Town is not making an effort to fill. Except in an emergency, a volunteer will not be assigned to the circulation desk unless a regular employee is available as a backup.

## **ARTICLE 8**

### **SENIORITY**

- A. Seniority shall be defined as an employee's length of service with the Town from the most recent date of hire. For purposes of this Article, each office/Department within Town Hall (including all non-Library Clerical employees) and the Library shall be deemed a separate Department, as shall the Police Department, the Library and the Department of Public Works.
- B. Any employee shall lose his/her seniority and cease to be a Town employee for any of the following reasons:
  1. Quits and does not retract in writing within three (3) working days.
  2. Discharged.
  3. Does not return from layoff within fourteen (14) days after notification is sent.
  4. Retirement.
  5. Has been on layoff for the length of his/her employment service or two (2) years, whichever is less.
- C. The Town may re-employ any person and restore some or all of the benefits the employee had at the time of termination; provided, however, that seniority for purposes of bidding and reduction in force shall not be restored except by agreement of the Union.

## **ARTICLE 9**

### **VACANCIES AND JOB BIDS**

When the Town determines to fill a vacancy at the C-5 grade or above, it shall post the job for bidding by any eligible employee in the bargaining unit. Bidding shall be closed after the posting has been in effect for ten (10) calendar days, and the decision of the Town shall be announced within an additional fifteen (15) days. The job award shall be determined in the fifteen (15) days. The job award shall be determined in the following way:



1. The senior qualified employee bidding from within the Department where the vacancy exists shall have preference; unless a non-probationary employee who is an Assistant to or who has been cross-trained at significant Town expense for the position where the vacancy exists is qualified, in which case that employee shall have preference.
2. If no office/Department employee successfully bids, then the qualified employee with the most seniority within the bargaining unit shall have preference.
3. If no bargaining unit employee bids, then the Town may consider other qualified applicants.
4. The Town may consider an applicant's prior attendance record, prior experience in the position and similar job-related factors in awarding the job bid. A qualified applicant is one who possesses any licenses, education, specific skills, training and experience required by the job description. However, no employee with a seniority preference will lose the bid to an applicant with less seniority, except for good cause. Any dispute arising from this provision of the Agreement in which a Party seeks arbitration will be conducted in accordance with the voluntary expedited arbitration rules of the American Arbitration Association or equivalent arrangements.
5. An employee who is awarded a bid shall not be eligible to bid for another vacancy outside his/her Department during the six (6) months subsequent to the award.
6. The Town will furnish the Union with a copy of the job bid posting, the names of the bidder and the name of the awardee, and the reason(s) for the award.
7. An employee who is awarded a bid shall have a trial period of thirty (30) days of actual work, or, in the case of positions classified at C-6 or above, ninety (90) calendar days, during which time the employee may return to his/her former position. In the event an employee fails to maintain reasonably expected progress during the trial period with the usually appropriate on-the-job training, the employee may be returned to his/her former position subject to the right of the employee to grieve and, if necessary, arbitrate the matter on an expedited basis under the voluntary expedited arbitration rules of the American Arbitration Association or equivalent arrangements. Any employee filling a position into which an employee returns under this Section shall yield the position and have the same right to return to his/her former position.
8. An employee who is enrolled in and making satisfactory progress toward a degree required for a C-8 position or above, and who has sufficient credits to reasonably expect to complete the program and receive the degree within two (2) years of the appointment, shall be eligible for a conditional appointment to a vacant C-8 or higher position posted for bidding.



**ARTICLE 10**  
**PROBATIONARY PERIOD AND DISCIPLINE**

- A. For new hires, there shall be a probationary period of thirty (30) days of actual work, or in the case of positions classified at C-7 or above, ninety (90) calendar days, during which no discipline or discharge shall be subject to the arbitration provisions of this Agreement; provided, however, that, in the case of employees subject to a ninety (90) calendar day probationary period, a performance evaluation will be provided at least thirty (30) days in advance of any possible termination. A new employee hired at Step "AA" shall advance to Step "A" after six (6) months.
- B. The Union Chief Steward shall be notified of any discharge or discipline immediately.

**ARTICLE 11**  
**LAYOFF, BUMPING AND RECALL**

- A. A layoff is defined as an involuntary job loss due to a temporary or permanent elimination of, or lack of funding for, an employee's position. Layoff shall be according to Departmental seniority in each Department (i.e., the bargaining unit employee with the least Departmental seniority shall receive the layoff notice in that Department), unless this policy would require the layoff of an employee in Grade C-8 or above; and, the more senior employee does not meet the qualifications established by current job descriptions for the same or higher-graded position.
- B. The Town agrees to furnish to employee and Union two (2) week's notice of any layoff that affects more than one employee, or up to five (5) days pay in lieu of notice. In the event of a proposed reduction in force which would affect more than the least senior one employee, the Town, prior to such layoff, will notify the Union of the situation and provide it with a reasonable opportunity to discuss alternatives.
- C. Bumping rights shall be governed by seniority and as further provided for in this Article. If there is a job vacancy that exists for which the employee is qualified, then the employee does not have any bumping rights. If there is no job vacancy for which the employee is qualified then, in general, when a layoff occurs, regular full-time employees shall have the right to bump any regular full-time or part-time position employee with less Departmental seniority within their same division or office and within their same or lower classification grade, unless a non-probationary employee who is an Assistant to or who has been cross-trained at significant Town expense for the position occupies that position; likewise, regular part-time employees shall have the right to bump any other regular or temporary part-time position; temporary and probationary employees do not have any bumping rights.
- D. Unless a vacancy exists for which an employee is qualified as discussed in "C" above, when eligible, an employee who has received a layoff notice shall have three (3) working

days from the date of the notice to issue a bump notice to a bargaining unit employee with less Departmental seniority who occupies a position with the same or lower grade within their same division or office, provided the employee has all the licenses, education, specific skills, training or experience and other qualifications established by the job description at the time of the bump required by the job description to perform the duties of the position; likewise, each employee so bumped shall then have three (3) working days to bump another bargaining unit employee with less seniority. Additionally, in positions where a skills or other job test has been administered to new hire applicants, any employee bumping into that position must pass the same test(s) as the new hire applicant in order to qualify as a valid bump. Non-probationary employees who are Assistants to or who have been cross-trained at significant Town expense for the positions they hold are not subject to bumping. Any dispute arising from this provision of the Agreement in which a Party seeks arbitration will be conducted in accordance with the voluntary expedited arbitration rules of the American Arbitration Association or equivalent arrangements.

- E. In general, when a Reduction in Hours (RIH) occurs, no bumping rights exist; except regular full-time employees shall have the right to bump any regular full-time (or regular part-time position whose normal work schedule is twenty (20) or more hours), when he/she has his or her work hours reduced to less than twenty (20) for any fiscal year [twenty (20) hours being the eligibility threshold for health insurance]. Bumping shall occur in accordance with the provisions in Paragraph "D" above. Regular part-time employees, whether eligible or ineligible for health insurance and regardless of work schedule hours, do not have bumping rights in a RIH; except regular full-time employees who have undergone a RIH causing them to become classified as part-time for any fiscal year (but whose hours are more than twenty), shall retain bumping rights for a period of time equal to his/her length of employment service or two (2) years, whichever is shorter and as calculated from his/her initial RIH, only if his/her hours fall below twenty (20) in any subsequent RIH. In the event M.G.L. Chapter 32B, Section 2, is amended to change the eligibility threshold for health insurance, this Paragraph shall conform with the new threshold or as otherwise agreed to by the Union and the Town. No employee shall have his/her hours of work reduced under this clause for more than six (6) months from the date the reduction in hours begins. When an RIH is to take place, the Town will consider the principal of seniority and when possible reduce the least senior employee's hours.
- F. Employees who bump are paid at the job classification grade of the position they have bumped into; however, they keep their seniority for step and longevity purposes.
- G. At the time of a bump, the Parties will meet to discuss the duration of the familiarization period appropriate to learn the job (as opposed to developing the skills); however, said period shall not exceed thirty (30) working days in the case of full time employees or thirty (3) calendar days for part-time employees. During this period, the Town may determine for good cause that an employee cannot perform to the standards required, or does not possess the necessary skills, and he/she will have his/her bump revoked and will be subject to layoff (i.e., an employee whose bump is revoked shall not be able to bump again).



- H. An employee who has been bumped under this Article will have the option to return to his/her former position held where there is a vacancy to be filled, and will have two (2) working days to decide. A laid off employee shall retain recall rights for a period of time equal to his/her length of employment service, or two (2) years, whichever is shorter.
- I. The Town will continue to pay its share of the premiums for health insurance for laid off employees for a duration equal to one (1) month for each year of completed service by the employee; thereafter, benefits are per COBRA. The Town agrees to assume the COBRA administration charge.
- I. No employee may bump from or into the Library Department without the approval of the Mayor.

## **ARTICLE 12**

### **WAGES**

- A. The classifications, grades and hourly rate ranges for all jobs in the bargaining unit have been negotiated and are made a part of this contract as Schedule "G". The hourly rates on Schedule "G" shall increase by three (2%) percent on July 1, 2014; two (2%) percent on July 1, 2015; and one (1%) percent on July 1, 2016. The Schedule shall be amended from time to time to maintain a 3% spread between steps.
- B. Employees hired at Step "AA" of current Schedule will advance to Step A after six (6) months. Employees hired at Step A will advance to Step B after six (6) months service. The "A" step shall not be used in promotion situations, but is only for new hires during their probation period.
- C. Temporary employees shall be hired at Step A for the first year. If hired the second year, Step B; third year, Step C; fourth year, Step D; fifth year, Step E and so on.
- D. The Town shall grant classification step increases on January 2, to become effective the first full payroll period in January. To be eligible for a step increase, an employee must have worked not less than one hundred thirty (130) days in the aggregate in the year prior to January 1 at present classification step. When a new hire is granted a step increase from Step A to Step B, this shall not interfere with the regular step increase granted on January 2.
- E. An employee injured on the job will be compensated for the balance of the day in which injury occurs regardless of length of service.

WORKERS COMPENSATION: Upon written application, employees involved in a Workers Compensation case may receive the difference between what they receive from Workers Compensation and their average weekly wage as determined by the Department of Industrial Accidents to determine benefit wage payments, deductible from Personal, Vacation, Sick or other applicable accrued time-off plan or provision herein, to the extent that they have such time available.

- F. For the purpose of this Agreement, the following definitions apply:

TEMPORARY: Those employees who are hired for a short-term period, such as summer help or tax-time aides, temporary employees may work any number of hours and are paid by the hour at the starting rate of the job they are performing, subject to the provisions of the Letter of Understanding. Temporary employees are NOT eligible for fringe benefits.

PART-TIME: Those employees who work year-round or for most of the year, year after year, but do not work a full 37½ hours. Part-time employees must, however, work an average of at least twenty (20) hours a week in order to be eligible for fringe benefits; provided, however, that part-time employees who are regularly scheduled to work fewer than twenty (20) hours per week shall, if otherwise qualified under this Agreement, be entitled to pro rata vacation, sick leave, holiday and personal day benefits.

FULL-TIME: All employees who work the normal work week hours all year. Full-time employees are eligible for fringe benefits.

- G. LONGEVITY PAY: Each bargaining unit member shall be paid Longevity Pay based on \$1.00 per week times the years of service after ten (10) years of service.
- H. STEP INCREASES: Many jobs have been upgraded on an individual basis by the Department Head when an employee reaches the top step. Some people have remained at the end of their steps for some years. Persons reaching the end of their steps will be allowed to go on to the next grade/level (a C-8 at the top of their scale would automatically go to a C-9) without changing the grade/level of the job itself. With the limit of stopping at the top of the next grade. (With Department Head approval.)
- I. SHIFT DIFFERENTIAL: Employees working on a shift schedule normally extending beyond 5:00 p.m. shall be paid a shift differential of fifty cents (50¢) per hour for all hours worked after 5:00 p.m. and on the sixth and seventh days of the employee's schedule during a seven-day period.

### **ARTICLE 13**

#### **HOURS**

- A. All employees covered by this Agreement shall be paid every two (2) weeks.
- B. The payroll period shall begin at 12:01 a.m. on Saturday and end at Midnight on the second Friday. The pay day shall begin at 12:01 a.m. and end at Midnight that same date.
- C. It shall be understood that one (1) month's advance notice of implementation of the provisions of Paragraphs A and B above will be given to the Union and to each employee after the Town has reached agreement with other employee bargaining units to implement



such a change. The pay change shall be administered so that the employee receives a two (2) pay period payment in the week prior to the week in which no pay will first occur.

- D. There will be a ten (10) minute rest period at a reasonable time in the morning and a ten (10) minute rest period at a reasonable time in the afternoon.
- E. The operating hours for the Town Hall and Library units may be changed by the Town only after reasonable advance notice to Union (normally thirty (30) days) and only after the Town and the Union have had the opportunity to meet in good faith and discuss proposed hours of operation, work hours or scheduled changes and solicit ideas for information and discuss the impact of such change upon the employees and the Agreement for consideration prior to implementation. The purpose being to mutually agree on changes. However, the Town shall have the right to implement changes after ninety (90) days from the date of the proposed changes to the union if an agreement has not been finalized.
  - 1. In the Town Hall, the regular work week for full-time employees shall be five seven-and-one-half-hour days, Monday through Friday, between the hours of 8:30 a.m. and 5:00 p.m., with a lunch break of one (1) hour to be scheduled as near the middle of the work day as is consistent with the staffing needs of the Department. Both the Town and the Union recognize the need for the Town to have reasonable flexibility in establishing or changing starting times, duration of the lunch period and temporary schedule changes, to meet the needs of the Town or of the employee. Substantial changes to be in effect for an employee for longer than two (2) weeks will follow the process as outlined in E above. The Town agrees to give the employee thirty (30) days notice before any non-emergency change of schedule.
  - 2. In the Library, the regular work week for full-time employees shall be five seven-and-one-half-hour days, Sunday through Saturday; with every effort made to set a schedule consisting of consecutive days. The normal shifts shall be between 8:30 a.m. and 5:00 p.m. and between 11:30 a.m. and 8:00 p.m., with a lunch break of one (1) hour to be scheduled as near the middle of the shift as is consistent with the staffing needs of the Library. Both the Town and the Union recognize the need for the Town to have reasonable flexibility in establishing or changing starting times, duration of the lunch period and temporary schedule changes to meet the needs of the Town or of the employee; Substantial changes to be in effect for more than two (2) weeks will follow the process as outlined in E above as long as the library is adequately staffed to maintain basic functions and provide for staff safety for hours of operation. The Town agrees to give the employee thirty (30) days notice before any non-emergency change of schedule. Weekly work and desk schedules in the Library shall be posted by Thursday of the preceding week.

- F. Employees shall be paid time and one-half for all hours worked over thirty-seven and one half (37½) in the week. All overtime must be authorized by the Department Head prior to being worked.
- G. In lieu of overtime pay, employees may request compensatory time, to accrue at the rate of one and one-half for each overtime hour worked, such compensatory time to be considered as paid leave time which may be scheduled and taken at a time mutually agreed between the employee and the Department Head. No more than forty (40) hours of such time may be accumulated, except as expressly agreed in writing between the Union and the Town.
- H. All Departments in the Town Hall may offer a flex-time schedule to their employees, including salaried or hourly in the schedule. Each Department shall work out a schedule to cover the needs of the Department while providing the employees with as much flexibility as possible on starting, quitting and lunchtime hours. All new alternative work schedules must be authorized by the Department Head prior to being worked.
- I. The Union agrees to direct deposit for employees' pay.

#### **ARTICLE 14** **HOLIDAYS**

- A. 1. The following will be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Veteran's Day	Christmas Day

Paid half (½) day holidays December 24 and December 31 when Christmas and New Year falls on a Tuesday thru Friday. When Christmas or New Year falls on a Saturday, the previous Thursday will be a floating half (½) day (4 hours) holiday for those employees who work to keep the Town Hall or Library open. Likewise, if Christmas or New Year falls on a Sunday or Monday, the floating half (½) day will be the previous Friday.

- 2. In the event any of the above holidays occur on a Sunday, they will be observed on the following Monday. In the event any of the above holidays occur on a Saturday, they shall be observed on the preceding Friday.
- 3. The Town reserves the option of opening some or all offices on the day after Thanksgiving; in such case, employees who work will be paid holiday plus time and one-half for the actual hours worked on the holiday. Staffing will be offered

first to qualified volunteers and if there are insufficient volunteers, assignments will be made in the inverse order of seniority of the qualified employees.

- B. To be eligible for holiday pay, an employee must have completed a thirty (30) working day probationary period.
- C. Holidays occurring during an employee's scheduled vacation shall be charged as holiday pay rather than as vacation time used.
- D. Upon written application by an employee involved in a Workers Compensation case, the employee may receive the difference between what they receive from Workers Compensation and regular take-home pay, deductible from holiday pay, and to the extent that they have holiday pay available.

### **ARTICLE 15** **VACATIONS**

- A. Paid vacation leave shall be granted to all employees of the Town of Greenfield covered hereunder as follows:

<b>Hours/Months</b>		<b>Days</b>	<b>Hours</b>	
1	< Three years of employment	11	82.5	6.88
2	Three years but < six	13	97.5	8.125
3	Six years but < eight	15	112.5	9.375
4	Eight years but < ten	17	127.5	10.625
5	Ten years	18	135	11.25
6	Eleven years but < thirteen	20	150	12.50
7	Thirteen years but < fifteen	22	165	13.75
8	Fifteen years but < seventeen	24	180	15.00
9	Seventeen years but < twenty	26	195	16.25
10	Twenty years but < twenty-five	28	210	17.50
11	Twenty-five years or more	30	225	18.75

For employees hired after July 1, 2005, their vacation schedule shall be as follows:

<b>Years of Service</b>		<b>Days/ Years</b>	<b>Hours/ Years</b>	<b>Hours/ Months</b>	<b>Days/ Months</b>
1	< Two years of employment	10	75	6.25	.83
2	Two years but < four	12	90	7.50	1.00
3	Four years but < six	13	97.5	8.13	1.08
4	Six years but < eight	15	112.5	9.38	1.25
5	Eight but < ten	16	120	10	1.33
6	Ten but < eleven	17	127.5	10.63	1.42



7	Eleven but < thirteen	18	135	11.25	1.5
8	Thirteen but < fifteen	19	142.5	11.88	1.58
9	Fifteen but < seventeen	20	150	12.50	1.67
10	Seventeen but < twenty	22	165	13.75	1.83
11	Twenty but < twenty-five	23	172.5	14.38	1.92
12	Twenty-five years or more	25	187.5	15.63	2.08

- B. Such vacation shall be granted by the head of the respective Departments of the Town at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town, and taking into account the employee's preference based on his/her seniority. Employee requests will receive a response within ten (10) working days from the date of request. Any vacation leave must be requested in writing, in advance.
- C. Vacation leave shall be earned monthly and shall be available for use at that time. Anniversary dates for vacation eligibility for part-time and full-time workers will be the most recent date of hire; however, part-time workers will earn vacation leave on a pro-rated basis. Vacation leave shall be accumulative to a maximum of twelve (12) months and must be used within that prescribed time period. New hires may take earned vacation time after ninety (90) days of employment.
- D. Whenever the employment of any person subject to the provisions of this Section is terminated during a year by layoff, resignation, retirement or death, without their having been granted a vacation to which they are entitled under such Section, they, or, in the case of their death, their estate, shall be paid at the regular rate of compensation payable to them at the termination of their employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefore.
- E. A vacation, once approved, cannot be canceled or changed except by mutual agreement.
- F. Illness suffered during an employee's scheduled vacation will be considered as vacation time rather than sick paid time. However, if hospitalization is required, paid sick time may be substituted for vacation time if the provisions of the sick leave Article of this Agreement are satisfied and the vacation time is rescheduled. The employee's immediate supervisor should be notified as soon as possible of hospitalization while on scheduled vacation.
- G. Vacation time can be taken on a half-hour basis with prior notice and upon approval of the Department Head in accordance with Paragraph B above.

#### **ARTICLE 16** **SICK LEAVE**

- A. All full-time employees will accrue paid sick leave at the rate of ten (10) hours per month of completed service, to be credited on the first day of the following month. Probationary



employees shall not be eligible to use sick leave during their first thirty (30) working days. Sick leave may be accumulated without limit. Part-time employees will accrue sick leave on a pro rata basis.

B. Sick leave will be granted to any employee who is ill or injured and unable to work as supported by evidence satisfactory to the Town. While the employee is on paid sick leave, their seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absence for reasons of illness will be allowed or authorized until the employee's paid sick leave account is exhausted. Maternity leave or illness due to maternity problems shall be treated as above. While it is understood that sick leave is only for the employee's illness or injury, up to seventy-five (75) hours of accrued sick time per year may be used by an employee for an ill child, parent or spouse.

C. Sick leave shall be subject to the following rules:

1. Sick leave shall be authorized only by the head of the respective Department of the Town by which the employee is employed upon written application by the employee.
2. Each employee must notify his/her Department Head promptly of any absence which is to be computed as sick leave.
3. The employee should notify the supervisor before starting time on the first day of absence of their intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence.
4. Absences incurred through substance abuse shall be excluded from sick leave; provided, however, that sick leave is available for attendance at bona fide alcohol or drug abuse facilities, or for bona fide mental health conditions.
5. The Department Head may require verification satisfactory to the Department Head of any claim for sick leave if such verification is considered necessary.
6. No sick leave shall be available when an employee is collecting Workers Compensation through another employer.
7. Employees on sick leave shall notify the Town as to their contact information if different from their home address.

D. All full-time employees (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in a lump sum payment based upon years of service in the following termination of employment classifications.

1. Death: No minimum years of employment
2. Disabled: No minimum years of employment

3. Laid off: Ten (10) years of employment
4. Retirement: Ten (10) years of employment service
5. Resignation: Ten (10) years of employment service
6. Discharge for cause: No benefit
7. Leave of absence: No benefit unless an event listed in 1-5 occurs

For employees hired after the implementation date of this contract, i.e., after employees have received their pay increases retroactive to July 1, 2005, their sick leave buy-back schedule shall be as follows:

All full-time employees (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in a lump sum payment based upon years of service in the following termination of employment classifications.

1. Death: No minimum years of employment
2. Disabled: No minimum years of employment
3. Laid off: Ten years of employment
4. Retirement: Ten years of employment
5. Resignation: No benefit
6. Leave of absence: No benefit unless an event listed in 1-5 occurs
7. Discharge for cause: No benefit

For employees hired after April 28, 2010, the sick leave buy-back shall be capped at five thousand dollars (\$5,000).

- E. Employees at Step B or with at least six (6) months of employment with the Town may charge doctors' appointments taken during normal working hours to sick, personal or vacation time at the employees' request.

## **ARTICLE 17**

### **MILITARY LEAVE**

- A. Any employee who is required to perform military duty with the Armed Forces of the Commonwealth under the provisions of M.G.L. Chapter 33, Section 54, or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States, shall be granted a military leave of absence as required by law, and shall have his/her military pay supplemented by the Town for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that he/she would have earned in Town employment, including Shift Differential.
- B. A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of either the Commonwealth or of the United States for purposes other than the military duty referred to in 'Section A of this Article.

- C. Seniority shall accumulate during service in the Armed Forces of the United States.

**ARTICLE 18**  
**JURY DUTY LEAVE**

- A. An employee of the Town who serves as a grand or traverse juror or is subpoenaed as a witness in a Federal Court or in the Courts of the Commonwealth shall receive from the Town the difference between their salary and the compensation they receive for such jury service, exclusive of any travel or any other allowance. It is the employee's responsibility to notify his/her Department manager of the dates he/she is called for jury duty and to provide written proof by providing a copy of the Notice to Serve from the Jury Commissioner; and to provide verification of compensation received for jury service.
- B. No pay will be allowed if the employee is subpoenaed either as a plaintiff or as a defendant, except if called as a result of their employment with the Town.
- C. Seniority shall accumulate during this time.

**ARTICLE 19**  
**UNION LEAVE**

- A. Leaves of absence up to one (1) year will be granted for Union business without pay and without benefits accruing under the contract and by virtue of their employment.
- B. Reasonable time off for Union business will be allowed for grievance handling and investigation, arbitrations, negotiations and meetings with the Employer for those employees whose presence is required. Reasonable time off for other Union business shall be allowed with prior approval of the Department Head and the Mayor and shall not be unreasonably denied.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

- A. The provisions of this Article are designed to provide time off to employees to prepare and/or participate in funeral services and attend to related family needs. Bereavement leave shall not be used for unrelated family needs. Bereavement leave shall not be used for unrelated other purposes.
- B. Seniority shall accumulate during this time.



- C. Leaves up to a maximum of five (5) paid working days shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance.
- D. Immediate family defined in this Section shall mean spouse, spousal equivalent, children, parents, stepparents, siblings, step-siblings, step-children, step-grandchildren, grandparents and grandchildren of the employee.
- E. Leaves up to a maximum of three (3) paid working days shall be allowed for the death of a parent-in-law, brother- or sister-in-law, grandparents-in-law, and son- or daughter-in-law.
- F. Leave of one (1) paid working day to attend the funeral service shall be allowed for the death of aunts, uncles or first cousins of the employee.

**ARTICLE 21**  
**PERSONAL LEAVE**

- A. Personal leave up to and including thirty-seven and one-half (37½) hours per person per fiscal year shall be granted for any reason. Such leave may be taken at any time, in not less than one-half (1/2) hour increments. Such leave shall be with pay. Such leave is not accumulative from year to year.
- B. Seniority shall accumulate during this time. Notification to the Board or Department Head is required. New hires shall receive a FY pro-rata share of personal time upon hire.
- C. Whenever employment is terminated as a result of dismissal, layoff, resignation, retirement or death without an employee having used personal time to which they were entitled to under this Section, they, or in the case of death, their estate, shall be paid the balance of personal days remaining available to them in that fiscal year; except, when termination, resignation or retirement occurs within thirty (30) days of the accrual being credited in any fiscal year, the employee is entitled to a pro-rata share solely.

**ARTICLE 22**  
**OTHER LEAVES OF ABSENCE**

- A. Reasonable leaves for personal reasons may be granted for a maximum of one (1) year and shall be without compensation.
- B. Seniority shall not accumulate during this time, except for the first consecutive twelve (12) weeks if the reason for the leave is for the employee's own illness and the employee has exhausted all other accumulated leaves.



**ARTICLE 23**  
**FAMILY AND MEDICAL LEAVE**

In compliance with the Town's policy to implement and administer the provisions of the Family Medical Leave Act (FMLA) of 1993, the Town and the Union agree the FMLA leave policy governs events such as:

1. the birth, adoption or foster care placement of a child and for care of that child;
2. the serious health condition of a spouse, spousal equivalent or life partner, child or parent of the employee;
3. the employee's own serious health condition.

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the Town's FMLA policy definitions and procedures, and:

1. as provided for under any applicable time-off plan contained elsewhere in this Agreement; and,
2. as outlined in the "Paid Leave and Benefits" Section of the FMLA policy; and
3. any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.
4. employees may utilize any accrued leave from any time-off plan described herein for any such leave; however, absent any accrued time, any such leave or balance of family leave remaining shall be unpaid.

The Town and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to twenty-four (24) hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this Agreement (Personal Leave) shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

1. School activities involving the educational advancement of the employee's child;
2. To accompany the employee's child to a routine medical or dental appointment;
3. To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

Employees are notified that all notifications, certifications and questions must be submitted to the Director of Human Resources.

**ARTICLE 24**  
**INSURANCE**

- A. The employees will continue to participate in the group life (\$5,000.00), accidental death and dismemberment and general hospital, surgical and medical insurance programs established under Chapter 32B of the General Laws. The Town agrees to comply with its

obligations under M.G.L. ch. 150E and applicable laws with regard to any reduction in coverage or benefits. This includes changes in life insurance premiums upon retirement.

- B. Section 1: Notwithstanding any contrary or arguably limiting provision in this Agreement, the obligation of the Employer to provide health insurance shall be limited to providing employees under this Agreement with the right to participate in the group insurance program established by the Town under and in compliance with the express provisions of Chapter 32B of the General Laws, if said employees are eligible under the terms of the state law and the terms of the insurance contracts with the Town.

Section 2: The Town will pay sixty percent (60%) of the premiums for group health insurance plans offered, except that it will pay eighty percent (80%) of the premiums for the existing HMO plan or its comparable successor.

Section 3: The Employer and the Union/Association agree to cooperate with any collaboration effort made available by statute for possible entry into the GIC health insurance group.

- C. The retirement system and pensions as provided under Chapter 32 of the general Laws of Massachusetts, as amended, shall be applicable to all eligible Town employees.
- D. The insurance coverage provided to the employees will be reviewed by a Municipal Employee Group Insurance Advisory Committee established in accord with Chapter 32B of the General Laws. If an employee covered under this Agreement is chosen as a Committee member, such member shall attend all meetings and functions pertaining to dental, health and life insurance and will be paid his/her regular rate for his/her normally scheduled work week of 37.5 hours. The Union shall notify the Town from time to time as to the individual who will be on the Committee or who the delegated alternate is, if any.
- E. Employees who are laid off shall receive one month's paid insurance under COBRA, for each year of service up to a maximum of eighteen (18) months, to be paid by the Town and the employee as per insurance formula (see B, above). The Town agrees to pick up the administration charge when continuing insurance under COBRA benefits.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

- A. A grievance is defined as a complaint by any Union member(s) or the Union that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. This procedure is applicable to employees regardless of Union membership status.
- B. The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems that may arise under this Agreement. Any employee may state his/her grievance informally with his/her supervisor, provided a representative of the Union is



present when the grievance is settled. If the matter is unresolved informally, an earnest effort shall be made to settle it by the following formal procedure:

Step 1: The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing and/or orally with the employee's immediate supervisor within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward in writing within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing and/or orally to the Department Head within ten (10) working days after the supervisor's response is received. The meeting between the Department Head and the aggrieved employee shall include Union representation. The Department Head shall respond in writing within three (3) working days.

Step 3: If the grievance still remains unresolved, it shall be presented to the Mayor or his designees in writing within ten (10) working days after the response of the Department Head is received. The meeting between the Mayor or his designees and the aggrieved employee shall include Union representation. The Mayor or his designees shall respond in writing within seven (7) days.

Step 4: A. If the Answer at Step 3 is not satisfactory, the matter may be referred to final and binding arbitration by a written request to the FMCS for the appointment of an arbitrator in accordance with its procedures. Such request must be filed within sixty (60) calendar days after the final Step 3 answer is delivered to an agent of the Union. A copy of the request must simultaneously be filed at the Mayor's office. In the event the Town and the Union do not agree on an arbitrator within ten (10) days of such request, the FMCS will be requested to appoint an arbitrator. The arbitrator may not add to, amend or delete any provision of this Agreement.

B. In the case of any grievance which may involve a violation of state or federal law or statute, or which may be litigated before any governmental agency or tribunal, and which is not resolved to the satisfaction of the aggrieved employee by the Town, the Union agrees to confer with its membership on whether it would be more advantageous for the aggrieved employee to take the case to arbitration or to the appropriate agency or tribunal. The Union will not unnecessarily harass the Town by involving the Town in both types of procedures.



**ARTICLE 26**  
**SUBSTANCE ABUSE**

- A. The purpose of this policy is to establish the fact that the Town and the Union agree that the workplace must be a drug-free environment in accordance with the Drug-Free Workplace Act of 1988 to protect the health and safety of its employees and the general public, and to maintain efficiency, productivity and economy of operations. The main emphasis of the program, as it relates to an employee with a problem of alcoholism or drug dependency, is to provide a counseling and rehabilitation opportunity for the employee to keep his/her job, unless the seriousness of misconduct, negligence or absenteeism by the employee outweighs this purpose.
- B. In the event that an employee reports to work or at any point during their work shift gives the appearance or exhibits behaviors of, or in which there are reasonable grounds for believing or suspecting an employee may be under the influence of either alcohol or illegal drugs, as determined by the reasonable suspicion standard provided herein, the employee shall be required to leave the workplace.

**Procedures**

- C. An employee who falls under reasonable grounds for suspicion as outlined below shall be interviewed by at least one individual representing the Town (Mayor, Human Resources Director) and at least one member of the Union (union president, steward or contract negotiating member) prior to being requested to leave the workplace.
- D. Objective facts that shall be used in evaluating an employee's condition include, but are not limited to:
1. Balance: sure/unsure/questionable
  2. Walking: steady/unsteady/questionable
  3. Speech: clear/slurred/questionable
  4. Attitude: cooperative/uncooperative/questionable
  5. Eyes: clear/bloodshot/questionable
  6. Odor: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

- E. Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

- F. The following are representative but not all-inclusive examples of such circumstances:
1. An employee deemed impaired or incapable of performing assigned duties.
  2. An employee exhibiting behavior inconsistent with previous performance.
  3. An employee who exhibits irritability, mood swings, nervousness, hyperactivity, hallucinations.
  4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.
- G. Prior to any disciplinary action, the Town will provide the employee and the Union with a written report evidencing the reasonable suspicion and the disciplinary action proposed. It is the intention of this Article that an employee who has an admitted drug or alcohol dependency be treated within the Employer/employee relationship. The employee may utilize sick days for any in-patient or out-patient programs. Leaves of absence without pay for such reasonable periods will be allowed off if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and such regulations of any substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.
- H. It is agreed that the Parties will make every effort to protect privacy and confidentiality.

## **ARTICLE 27**

### **HEALTH AND SAFETY**

- A. The Town will provide a safe and healthful workplace for employees.
- B. The Town will maintain equipment in safe operating condition. Employees will not knowingly be assigned to work with equipment that would endanger their health or safety.
- C. The Town and the Union will cooperate in the prevention, correction and elimination of unsafe or healthful working conditions.
- D. The Town and the Union will cooperate in providing employees with First Aid and appropriate Health and Safety training.
- E. The 'C' unit will be entitled to a minimum of one member during the existence of any Town of Greenfield Health and Safety Committee, which is comprised of members of each bargaining unit and other interested employees. An employee covered under this Agreement who is chosen as a Committee member by the Union when attending meetings and functions pertaining to the Committee will be paid his/her regular rate to attend any such meeting during regular working hours.

**ARTICLE 28**  
**MISCELLANEOUS**

- A. The Town will notify the Union monthly of any change of rate or classification and of the rate and classification of new employees.
- B. All correspondence with the Town shall be addressed to the Mayor, Town Hall.
- C. The Town will be furnished with the names and titles of all Union officers representing the Union in matters with the Town and shall notify the Town immediately of any change thereof or additions thereto.
- D. As of July 1, 1996. Education. \$100 will be added to Departments of one (1) to three (3) Union members; \$250 to Departments of four (4) to six (6); and \$400 to Departments above six (6) Union members to be used for tuition costs for approved classes.

**ARTICLE 29**  
**DURATION**

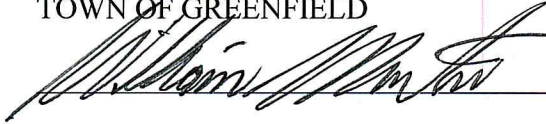
- A. This contract will be in force and effect, and there need be no modification of any of its terms until the 30<sup>th</sup> day of June 2017. This contract will automatically extend for one (1) year period unless written notice is given prior to any January 5<sup>th</sup> that either Party desires to terminate or modify said contract. If such notice is given, the Parties will meet within ten (10) days of January 5<sup>th</sup> to negotiate proposed changes in the contract. The objective is to conclude a mutually satisfactory settlement by April 1<sup>st</sup>.
- B. The Parties agree that each had the unlimited right and opportunity to make demands and proposals on all legal subjects of collective bargaining during the negotiations for this Agreement. The Parties also agree that all understandings reached by the Parties during negotiations are set forth in this Agreement and its three Letters of Understanding.
- C. During the term of this Agreement, neither the Town nor the Union will be required to negotiate on any matters covered in this Agreement, nor on any other subject matter of bargaining not set forth in this Agreement, except by mutual agreement of the Parties.
- D. No addition to, alteration of, modification of or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and the Union.
- E. The failure by the Town or the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision.
- F. In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss of funds made available through law, rule, appropriation or regulation, then such specific Article, Section or portion shall be amended to the extent



necessary to conform with such law, rule, appropriation or regulation; but the remainder of this Agreement shall continue in full force and effect.


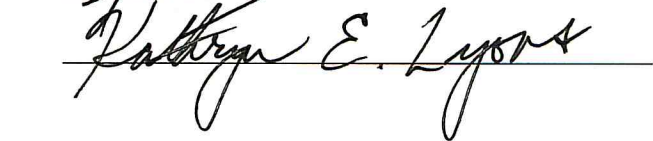
IN WITNESS WHEREOF, the said TOWN OF GREENFIELD and the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) and its affiliate LOCAL 274 of the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE), through its officers duly authorized, hereby set their hands and seals to this instrument and to other instruments of like tenor on the day and year first above written. In witness whereof, the Parties hereto have set their hand this 22<sup>ND</sup> day of JUNE, 2015.

TOWN OF GREENFIELD



UNITED ELECTRICAL, RADIO &  
MACHINE WORKERS OF AMERICA  
(UE) and its affiliate, LOCAL 274 of the  
UNITED ELECTRICAL, RADIO &  
MACHINE WORKERS OF AMERICA

Gerald M. Marcano

**APPENDIX A**  
**LETTER OF UNDERSTANDING**  
**GENERAL MATTERS**

In connection with the Agreement between the Parties of this date, effective July 1, 1989, the Parties further agree as follows:

- A. The Town agrees to post notices of vacancies in the DPW on Town Hall/Library bulletin boards, but it is understood that this Side Agreement creates no legal/contractual obligation.
- B. When the temperature in the Library stack area exceeds 85 degrees, the stack area will be closed and personnel reassigned to other areas. If the temperature exceeds 85 degrees in other areas, then those areas also will be closed. The Director may close the Library when in his/her discretion the combination of cold or heat and humidity is unreasonably uncomfortable.
- C. The parties agree to floater positions.

**APPENDIX B**  
**LETTER OF UNDERSTANDING**  
**LIBRARY FLEX-TIME WORK SCHEDULE**

The following represents a trial Library flex-time work schedule to be instituted on January 15, 2002 as described below, with the goal of maintaining acceptable staffing levels in accordance with the operational needs of the Library and hours of operation, and to provide flexible work schedules as much as possible to employees.

Flex schedules are subject to adequate staffing at all times. Employees who require a guaranteed absence should schedule personal, vacation or sick time as the circumstance warrants. If a previously arranged "flex" schedule must be changed due to unanticipated staffing shortages, the Library Director will try to provide a twenty-four (24) hour notice.

The flex-time schedules will initially be as follows:

<u>Day Choice Parameters</u>	<u>Afternoon/Evening Parameters</u>
7:30 a.m. – 4:30 p.m.	11:30 a.m. – 8:00 p.m.
8:30 a.m. – 5:30 p.m.	12:00 p.m. – 8:00 p.m.
	Split Shift: 8:30 a.m. – 1:00 p.m.
	OR 7:30 a.m. – Noon
	and 5:00 p.m. – 8:00 p.m.

All shifts have one (1) hour lunch periods (except the 12:00 p.m. – 8:00 p.m. shift with one-half (½) hour). Normal lunch periods will be between Noon and 2:00 p.m.

Requests for one-half (½) hour lunches may be made; however, they may only be granted when staffing levels allow adequate coverage up to 5:00 p.m. All time over 7.5 hours in any work day must be approved by a supervisor prior to being worked.

Staffing coverage may require that only one employee in any given day will be able to choose the early day choice with an ending time prior to 5:00 p.m. in any monthly schedule. The three (3) month trial period will experiment with both options. After the three-month trial period, staffing will be reviewed by the Town and the Union to evaluate and discuss whether two employees may continue a scheduling option of leaving before 5 p.m. on a regular basis.

Trial Period #1	1/15/02 to 3/1/02	2 people choose early	Split @ 8:30
Trial Period #2	3/1/02 to 4/15/02	1 person chooses early	Split @ 7:30

A Monthly Work Schedule will be created and posted, commencing on January 15, 2002, which reflects both a desk and work schedule for all employees, and which includes the flex-time as defined herein.

Until the implementation of the trial flex-time schedule, a weekly desk and work schedule will be posted on Thursday of the preceding week.



Employees will be allowed to exchange shifts when choice or circumstances create a desired change, providing job requirements can be met. Employees will be responsible for finding an employee to exchange a work schedule with, either on a specific day or week. The schedule will then be amended to indicate the exchange.

The split shift option is subject to elimination if its continuance means staffing levels cannot be maintained. It will be reviewed after three (3) months regarding efficacy by the Town and Union.

Management will take flex-time preferences into consideration when creating schedules for new hires.

**APPENDIX C**  
**LETTER OF UNDERSTANDING**  
**YEAR-ROUND SATURDAY HOURS**  
**GPL Library Director and UE Town Hall and Library Employees**

In connection with the Agreement between the Parties of this date, effective July 1, 2001, the Parties further agree as follows; and further, this Memorandum supersedes and replaces the Memorandum of the same title dated June 2, 1999, which shall expire upon the execution of this replacement Memorandum.

1. The Greenfield Public Library will be open Saturdays from 9:30 a.m. to 2:00 p.m. throughout the year.
2. Saturdays during the summer months (from the close of schools in mid-June through Labor Day weekend) will be staffed according to the Memorandum of Understanding dated June 10, 1998.
3. The Library will be closed on the Saturday prior to the Memorial Day and the Labor Day weekends in order that three (3) day weekends may be granted to Library employees.
4. The Library will be open on the Saturday preceding the July 4<sup>th</sup> weekend and will only close if July 4<sup>th</sup> falls on a Saturday.
5. Saturdays during the rest of the year (after Labor Day weekend until the close of schools in mid-June) will be staffed in the following way:
  - Five people will be scheduled to work on Saturday;
  - A minimum of four is required, so that if one person calls in sick or is otherwise unable to come in on a particular Saturday, no replacement will be called;
  - If two people are unable to work, the next person in line from the "Saturday Overtime Rotation List" will be called;
  - Part-timers who were hired to work every Saturday will continue to do so;
  - Full-time staff will rotate as they have in the past (although the rotation will become less often than once every three Saturdays);
  - Any full-timers who choose to work more Saturdays than the normal rotation will be allowed to do so;
  - Staff will work from 8:30 a.m. until 2:00 p.m. with one-half ( $\frac{1}{2}$ ) hour for lunch and be paid for seven and one-half ( $7\frac{1}{2}$ ) hours; Saturday will be considered the 5<sup>th</sup> day.
6. This Memorandum on Saturday hours is amended effective July 1, 2010 to read: Full-time staff who are scheduled to work Saturdays when Saturday hours are less than seven and one-half ( $7\frac{1}{2}$ ) hours per day will be scheduled to work from one-half ( $\frac{1}{2}$ ) hour prior to opening until closing time, and be paid for the number of hours scheduled. Saturday will be considered the fifth (5<sup>th</sup>) day. When Saturday hours are less than seven and one-half ( $7\frac{1}{2}$ ) hours per day, staff may elect to:

- a. Work additional hours on Saturday while the Library is closed.
  - b. Work additional hours during each of the other four (4) days in that week;
  - c. Short lunches during that workweek; or
  - d. Do not make up the additional hours.
- When the work schedule is less than or equal to four (4) hours per day, no lunch period will be scheduled. When the work schedule is greater than four (4) hours per day but less than seven and one-half ( $7\frac{1}{2}$ ) hours per day, a one-quarter ( $\frac{1}{4}$ ) hour lunch period will be scheduled. When the work schedule is seven and one-half ( $7\frac{1}{2}$ ) hours per day, a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period will be scheduled.



## **APPENDIX D**

### **AUTHORIZATION FORM**

#### **CHECKOFF AUTHORIZATION**

By: \_\_\_\_\_  
(Name of Employee)

To: UE Local 274

Effective: \_\_\_\_\_  
(Date)

I hereby request and authorize you to deduct from my earnings each week the amount of UE membership dues/agency service fee. This amount shall be paid to the Financial Secretary of Local 274, United Electrical, Radio & Machine Workers of America (UE). These deductions may be terminated by me by giving you a sixty (60) day written notice in advance to both the Town and the Union, or upon termination of my employment.

\_\_\_\_\_  
(Employee's Signature)



**APPENDIX F**  
**Schedule "C" Wage Schedule**  
**FY15 7/1/14-6/30/15 3% inc.**

Grade	AA	A	B	C	D	E	F	G	H
C3	<b>\$11.73</b>	<b>\$12.06</b>	<b>\$12.45</b>	<b>\$12.80</b>	<b>\$13.24</b>	<b>\$13.64</b>	<b>\$14.04</b>	<b>\$14.46</b>	<b>\$14.89</b>
	\$439.88	\$452.25	\$466.88	\$480.00	\$496.50	\$511.50	\$526.50	\$542.25	\$558.75
	\$22,873.50	\$23,517.00	\$24,277.50	\$24,960.00	\$25,818.00	\$26,598.00	\$27,378.00	\$28,197.00	\$29,055.00
C4	<b>\$12.42</b>	<b>\$12.73</b>	<b>\$13.11</b>	<b>\$13.50</b>	<b>\$13.91</b>	<b>\$14.34</b>	<b>\$14.76</b>	<b>\$15.23</b>	<b>\$15.69</b>
	\$465.75	\$477.38	\$491.63	\$506.25	\$521.63	\$537.75	\$553.50	\$571.13	\$588.38
	\$24,219.00	\$24,823.50	\$25,564.50	\$26,325.00	\$27,124.50	\$27,963.00	\$28,782.00	\$29,698.50	\$30,595.50
C5	<b>\$13.09</b>	<b>\$13.41</b>	<b>\$13.83</b>	<b>\$14.26</b>	<b>\$14.69</b>	<b>\$15.13</b>	<b>\$15.59</b>	<b>\$16.05</b>	<b>\$16.51</b>
	\$490.88	\$502.88	\$518.63	\$534.75	\$550.88	\$567.38	\$584.63	\$601.88	\$619.13
	\$25,525.50	\$26,149.50	\$26,968.50	\$27,807.00	\$28,645.50	\$29,503.50	\$30,400.50	\$31,297.50	\$32,194.50
C6	<b>\$13.85</b>	<b>\$14.20</b>	<b>\$14.63</b>	<b>\$15.07</b>	<b>\$15.55</b>	<b>\$16.01</b>	<b>\$16.48</b>	<b>\$16.96</b>	<b>\$17.50</b>
	\$519.38	\$532.50	\$548.63	\$565.13	\$583.13	\$600.38	\$618.00	\$636.00	\$656.25
	\$27,007.50	\$27,690.00	\$28,528.50	\$29,386.50	\$30,322.50	\$31,219.50	\$32,136.00	\$33,072.00	\$34,125.00
C7	<b>\$14.70</b>	<b>\$15.04</b>	<b>\$15.51</b>	<b>\$15.98</b>	<b>\$16.46</b>	<b>\$16.94</b>	<b>\$17.48</b>	<b>\$17.99</b>	<b>\$18.53</b>
	\$551.25	\$564.00	\$581.63	\$599.25	\$617.25	\$635.25	\$655.50	\$674.63	\$694.88
	\$28,665.00	\$29,328.00	\$30,244.50	\$31,161.00	\$32,097.00	\$33,033.00	\$34,086.00	\$35,080.50	\$36,133.50
C8	<b>\$15.75</b>	<b>\$16.08</b>	<b>\$16.56</b>	<b>\$17.10</b>	<b>\$17.62</b>	<b>\$18.15</b>	<b>\$18.68</b>	<b>\$19.25</b>	<b>\$19.84</b>
	\$590.63	\$603.00	\$621.00	\$641.25	\$660.75	\$680.63	\$700.50	\$721.88	\$744.00
	\$30,712.50	\$31,356.00	\$32,292.00	\$33,345.00	\$34,359.00	\$35,392.50	\$36,426.00	\$37,537.50	\$38,688.00
C9	<b>\$16.78</b>	<b>\$17.12</b>	<b>\$17.63</b>	<b>\$18.17</b>	<b>\$18.76</b>	<b>\$19.31</b>	<b>\$19.88</b>	<b>\$20.49</b>	<b>\$21.09</b>
	\$629.25	\$642.00	\$661.13	\$681.38	\$703.50	\$724.13	\$745.50	\$768.38	\$790.88
	\$32,721.00	\$33,384.00	\$34,378.50	\$35,431.50	\$36,582.00	\$37,654.50	\$38,766.00	\$39,955.50	\$41,125.50
C10	<b>\$18.84</b>	<b>\$19.17</b>	<b>\$19.77</b>	<b>\$20.37</b>	<b>\$21.00</b>	<b>\$21.63</b>	<b>\$22.29</b>	<b>\$22.95</b>	<b>\$23.64</b>
	\$706.50	\$718.88	\$741.38	\$763.88	\$787.50	\$811.13	\$835.88	\$860.63	\$886.50
	\$36,738.00	\$37,381.50	\$38,551.50	\$39,721.50	\$40,950.00	\$42,178.50	\$43,465.50	\$44,752.50	\$46,098.00
C11	<b>\$20.61</b>	<b>\$20.96</b>	<b>\$21.60</b>	<b>\$22.27</b>	<b>\$22.95</b>	<b>\$23.64</b>	<b>\$24.36</b>	<b>\$25.08</b>	<b>\$25.81</b>
	\$772.88	\$786.00	\$810.00	\$835.13	\$860.63	\$886.50	\$913.50	\$940.50	\$967.88
	\$40,189.50	\$40,872.00	\$42,120.00	\$43,426.50	\$44,752.50	\$46,098.00	\$47,502.00	\$48,906.00	\$50,329.50
C12	<b>\$22.56</b>	<b>\$22.90</b>	<b>\$23.62</b>	<b>\$24.34</b>	<b>\$25.10</b>	<b>\$25.84</b>	<b>\$26.63</b>	<b>\$27.43</b>	<b>\$28.25</b>
	\$846.00	\$858.75	\$885.75	\$912.75	\$941.25	\$969.00	\$998.63	\$1,028.63	\$1,059.38
	\$43,992.00	\$44,655.00	\$46,059.00	\$47,463.00	\$48,945.00	\$50,388.00	\$51,928.50	\$53,488.50	\$55,087.50

Note: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Revised 5/6/15



**APPENDIX F**  
**Schedule "C" Wage Schedule**  
**FY16 7/1/15-6/30/16 2% inc.**

Grade	AA	A	B	C	D	E	F	G	H
C3	<b>\$11.96</b>	<b>\$12.30</b>	<b>\$12.70</b>	<b>\$13.06</b>	<b>\$13.50</b>	<b>\$13.91</b>	<b>\$14.32</b>	<b>\$14.75</b>	<b>\$15.19</b>
	\$448.50	\$461.25	\$476.25	\$489.75	\$506.25	\$521.63	\$537.00	\$553.13	\$570.00
	\$23,322.00	\$23,985.00	\$24,765.00	\$25,467.00	\$26,325.00	\$27,124.50	\$27,924.00	\$28,762.50	\$29,640.00
C4	<b>\$12.67</b>	<b>\$12.98</b>	<b>\$13.37</b>	<b>\$13.77</b>	<b>\$14.19</b>	<b>\$14.63</b>	<b>\$15.06</b>	<b>\$15.53</b>	<b>\$16.00</b>
	\$475.13	\$486.75	\$501.38	\$516.38	\$532.13	\$548.63	\$564.75	\$582.38	\$600.00
	\$24,706.50	\$25,311.00	\$26,071.50	\$26,851.50	\$27,670.50	\$28,528.50	\$29,367.00	\$30,283.50	\$31,200.00
C5	<b>\$13.35</b>	<b>\$13.68</b>	<b>\$14.11</b>	<b>\$14.55</b>	<b>\$14.98</b>	<b>\$15.43</b>	<b>\$15.90</b>	<b>\$16.37</b>	<b>\$16.84</b>
	\$500.63	\$513.00	\$529.13	\$545.63	\$561.75	\$578.63	\$596.25	\$613.88	\$631.50
	\$26,032.50	\$26,676.00	\$27,514.50	\$28,372.50	\$29,211.00	\$30,088.50	\$31,005.00	\$31,921.50	\$32,838.00
C6	<b>\$14.13</b>	<b>\$14.48</b>	<b>\$14.92</b>	<b>\$15.37</b>	<b>\$15.86</b>	<b>\$16.33</b>	<b>\$16.81</b>	<b>\$17.30</b>	<b>\$17.85</b>
	\$529.88	\$543.00	\$559.50	\$576.38	\$594.75	\$612.38	\$630.38	\$648.75	\$669.38
	\$27,553.50	\$28,236.00	\$29,094.00	\$29,971.50	\$30,927.00	\$31,843.50	\$32,779.50	\$33,735.00	\$34,807.50
C7	<b>\$14.99</b>	<b>\$15.34</b>	<b>\$15.82</b>	<b>\$16.30</b>	<b>\$16.79</b>	<b>\$17.28</b>	<b>\$17.83</b>	<b>\$18.35</b>	<b>\$18.90</b>
	\$562.13	\$575.25	\$593.25	\$611.25	\$629.63	\$648.00	\$668.63	\$688.13	\$708.75
	\$29,230.50	\$29,913.00	\$30,849.00	\$31,785.00	\$32,740.50	\$33,696.00	\$34,768.50	\$35,782.50	\$36,855.00
C8	<b>\$16.07</b>	<b>\$16.40</b>	<b>\$16.89</b>	<b>\$17.44</b>	<b>\$17.97</b>	<b>\$18.51</b>	<b>\$19.05</b>	<b>\$19.64</b>	<b>\$20.24</b>
	\$602.63	\$615.00	\$633.38	\$654.00	\$673.88	\$694.13	\$714.38	\$736.50	\$759.00
	\$31,336.50	\$31,980.00	\$32,935.50	\$34,008.00	\$35,041.50	\$36,094.50	\$37,147.50	\$38,298.00	\$39,468.00
C9	<b>\$17.12</b>	<b>\$17.46</b>	<b>\$17.98</b>	<b>\$18.53</b>	<b>\$19.14</b>	<b>\$19.70</b>	<b>\$20.28</b>	<b>\$20.90</b>	<b>\$21.51</b>
	\$642.00	\$654.75	\$674.25	\$694.88	\$717.75	\$738.75	\$760.50	\$783.75	\$806.63
	\$33,384.00	\$34,047.00	\$35,061.00	\$36,133.50	\$37,323.00	\$38,415.00	\$39,546.00	\$40,755.00	\$41,944.50
C10	<b>\$19.22</b>	<b>\$19.55</b>	<b>\$20.17</b>	<b>\$20.78</b>	<b>\$21.42</b>	<b>\$22.06</b>	<b>\$22.74</b>	<b>\$23.41</b>	<b>\$24.11</b>
	\$720.75	\$733.13	\$756.38	\$779.25	\$803.25	\$827.25	\$852.75	\$877.88	\$904.13
	\$37,479.00	\$38,122.50	\$39,331.50	\$40,521.00	\$41,769.00	\$43,017.00	\$44,343.00	\$45,649.50	\$47,014.50
C11	<b>\$21.02</b>	<b>\$21.38</b>	<b>\$22.03</b>	<b>\$22.72</b>	<b>\$23.41</b>	<b>\$24.11</b>	<b>\$24.85</b>	<b>\$25.58</b>	<b>\$26.33</b>
	\$788.25	\$801.75	\$826.13	\$852.00	\$877.88	\$904.13	\$931.88	\$959.25	\$987.38
	\$40,989.00	\$41,691.00	\$42,958.50	\$44,304.00	\$45,649.50	\$47,014.50	\$48,457.50	\$49,881.00	\$51,343.50
C12	<b>\$23.01</b>	<b>\$23.36</b>	<b>\$24.09</b>	<b>\$24.83</b>	<b>\$25.60</b>	<b>\$26.36</b>	<b>\$27.16</b>	<b>\$27.98</b>	<b>\$28.82</b>
	\$862.88	\$876.00	\$903.38	\$931.13	\$960.00	\$988.50	\$1,018.50	\$1,049.25	\$1,080.75
	\$44,869.50	\$45,552.00	\$46,975.50	\$48,418.50	\$49,920.00	\$51,402.00	\$52,962.00	\$54,561.00	\$56,199.00

Note: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Revised 5/6/15

**APPENDIX F**  
**Schedule "C" Wage Schedule**  
**FY17 7/1/16-6/30/17 1% inc.**

Grade	AA	A	B	C	D	E	F	G	H
C3	<b>\$12.08</b> \$453.00 \$23,556.00	<b>\$12.42</b> \$465.75 \$24,219.00	<b>\$12.83</b> \$481.13 \$25,018.50	<b>\$13.19</b> \$494.63 \$25,720.50	<b>\$13.64</b> \$511.50 \$26,598.00	<b>\$14.05</b> \$526.88 \$27,397.50	<b>\$14.46</b> \$542.25 \$28,197.00	<b>\$14.90</b> \$558.75 \$29,055.00	<b>\$15.34</b> \$575.63 \$29,932.50
C4	<b>\$12.80</b> \$480.00 \$24,960.00	<b>\$13.11</b> \$491.63 \$25,564.50	<b>\$13.50</b> \$506.25 \$26,325.00	<b>\$13.91</b> \$521.63 \$27,124.50	<b>\$14.33</b> \$537.38 \$27,943.50	<b>\$14.78</b> \$554.25 \$28,821.00	<b>\$15.21</b> \$570.38 \$29,659.50	<b>\$15.69</b> \$588.38 \$30,595.50	<b>\$16.16</b> \$606.00 \$31,512.00
C5	<b>\$13.48</b> \$505.50 \$26,286.00	<b>\$13.82</b> \$518.25 \$26,949.00	<b>\$14.25</b> \$534.38 \$27,787.50	<b>\$14.70</b> \$551.25 \$28,665.00	<b>\$15.13</b> \$567.38 \$29,503.50	<b>\$15.58</b> \$584.25 \$30,381.00	<b>\$16.06</b> \$602.25 \$31,317.00	<b>\$16.53</b> \$619.88 \$32,233.50	<b>\$17.01</b> \$637.88 \$33,169.50
C6	<b>\$14.27</b> \$535.13 \$27,826.50	<b>\$14.62</b> \$548.25 \$28,509.00	<b>\$15.07</b> \$565.13 \$29,386.50	<b>\$15.52</b> \$582.00 \$30,264.00	<b>\$16.02</b> \$600.75 \$31,239.00	<b>\$16.49</b> \$618.38 \$32,155.50	<b>\$16.98</b> \$636.75 \$33,111.00	<b>\$17.47</b> \$655.13 \$34,066.50	<b>\$18.03</b> \$676.13 \$35,158.50
C7	<b>\$15.14</b> \$567.75 \$29,523.00	<b>\$15.49</b> \$580.88 \$30,205.50	<b>\$15.98</b> \$599.25 \$31,161.00	<b>\$16.46</b> \$617.25 \$32,097.00	<b>\$16.96</b> \$636.00 \$33,072.00	<b>\$17.45</b> \$654.38 \$34,027.50	<b>\$18.01</b> \$675.38 \$35,119.50	<b>\$18.53</b> \$694.88 \$36,133.50	<b>\$19.09</b> \$715.88 \$37,225.50
C8	<b>\$16.23</b> \$608.63 \$31,648.50	<b>\$16.56</b> \$621.00 \$32,292.00	<b>\$17.06</b> \$639.75 \$33,267.00	<b>\$17.61</b> \$660.38 \$34,339.50	<b>\$18.15</b> \$680.63 \$35,392.50	<b>\$18.70</b> \$701.25 \$36,465.00	<b>\$19.24</b> \$721.50 \$37,518.00	<b>\$19.84</b> \$744.00 \$38,688.00	<b>\$20.44</b> \$766.50 \$39,858.00
C9	<b>\$17.29</b> \$648.38 \$33,715.50	<b>\$17.63</b> \$661.13 \$34,378.50	<b>\$18.16</b> \$681.00 \$35,412.00	<b>\$18.72</b> \$702.00 \$36,504.00	<b>\$19.33</b> \$724.88 \$37,693.50	<b>\$19.90</b> \$746.25 \$38,805.00	<b>\$20.48</b> \$768.00 \$39,936.00	<b>\$21.11</b> \$791.63 \$41,164.50	<b>\$21.73</b> \$814.88 \$42,373.50
C10	<b>\$19.41</b> \$727.88 \$37,849.50	<b>\$19.75</b> \$740.63 \$38,512.50	<b>\$20.37</b> \$763.88 \$39,721.50	<b>\$20.99</b> \$787.13 \$40,930.50	<b>\$21.63</b> \$811.13 \$42,178.50	<b>\$22.28</b> \$835.50 \$43,446.00	<b>\$22.97</b> \$861.38 \$44,791.50	<b>\$23.64</b> \$886.50 \$46,098.00	<b>\$24.35</b> \$913.13 \$47,482.50
C11	<b>\$21.23</b> \$796.13 \$41,398.50	<b>\$21.59</b> \$809.63 \$42,100.50	<b>\$22.25</b> \$834.38 \$43,387.50	<b>\$22.95</b> \$860.63 \$44,752.50	<b>\$23.64</b> \$886.50 \$46,098.00	<b>\$24.35</b> \$913.13 \$47,482.50	<b>\$25.10</b> \$941.25 \$48,945.00	<b>\$25.84</b> \$969.00 \$50,388.00	<b>\$26.59</b> \$997.13 \$51,850.50
C12	<b>\$23.24</b> \$871.50 \$45,318.00	<b>\$23.59</b> \$884.63 \$46,000.50	<b>\$24.33</b> \$912.38 \$47,443.50	<b>\$25.08</b> \$940.50 \$48,906.00	<b>\$25.86</b> \$969.75 \$50,427.00	<b>\$26.62</b> \$998.25 \$51,909.00	<b>\$27.43</b> \$1,028.63 \$53,488.50	<b>\$28.26</b> \$1,059.75 \$55,107.00	<b>\$29.11</b> \$1,091.63 \$56,764.50

Note: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Revised 5/6/15